



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B2Z04079
TITLE: Digital Document Production System
ISSUE DATE: 06/08/04

REQ: NR 605 E2340000004
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/29/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO: **DPMM** or **DPMM**
P O BOX 809 **301 WEST HIGH ST, RM 630**
JEFFERSON CITY MO 65102-0809 **JEFFERSON CITY MO 65101**

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2010

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**MISSOURI DEPARTMENT OF TRANSPORTATION
105 W Capitol Avenue
Design Print Shop - Ground Floor
Jefferson City, MO 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/08/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the 60-month rental or fair market value lease of a wide format digital document production system for the Missouri Department of Transportation (agency) located in Jefferson City, Missouri in accordance with the requirements and provisions stated herein. At this time, the agency does not intend to own the equipment at the end of the 60-month rental or fair market value lease period.
- 1.1.2 The system acquired as a result of this request shall replace the existing Oce 9800, which is being offered as a trade-in. Offerors may arrange a time and location to view the trade-in equipment by contacting the buyer of record indicated on the first page of this RFP.

1.2 Offeror's Contacts:

- 1.2.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be date of award through June 30, 2010. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

The Division of Purchasing and Materials Management reserves the right, in addition to the above, to renew those portions of the contract necessary to provide a continuation of the lease or rental, maintenance and supplies for the equipment for five (5) additional one-year periods, or a portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. Prices shall be mutually agreed upon in writing by both the contractor and the Division of Purchasing and Materials Management at the time the option is exercised and prior to the performance of any service under the option.

2.2 Price:

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid maintenance and installation costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for maintenance and installation shall not relieve the contractor from his/her responsibility to maintain, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract. Rental or fair market value lease pricing shall not change (unless they decrease) throughout the 60-month rental or lease term.

2.3 Title to Leased Equipment:

- 2.3.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.4 Liabilities:

- 2.4.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 2.4.2 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.4.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.4.4 Under no circumstances shall the contractor be liable for any of the following: (1) third-party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.4.5 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.5 Subcontractors:

- 2.5.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement

from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.6 Assignment:

- 2.6.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.
- 2.6.2 The contractor shall agree and understand that, in the event the Division of Purchasing and Materials Management consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

2.7 Hazardous Materials Data Sheet and Labeling:

- 2.7.1 The State of Missouri, Division of Purchasing and Materials Management, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a material safety data sheet and warning labels with each shipment. Therefore, the contractor must comply with this mandatory requirement for all commodities which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

2.8 Inventions, Patents, and Copyrights:

- 2.8.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.8.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 2.8.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.9 Assignments:

- 2.9.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- 2.9.2 The contractor shall also understand and agree that the state is not able to issue any payments under this contract to any entities other than the entity to which the order is issued.

2.10 Payments:

- 2.10.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.11 Financial Requirements:

- 2.11.1 The contractor understands that the State of Missouri is not obligated for any payments under the terms of the agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor. The state agency does not give any assurances under the terms of the contract that the maximum calculated reimbursement for service(s) specified herein will be purchased.

2.12 Single Point of Contact:

- 2.12.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements made. This shall include assuming responsibilities and liabilities for all issues relating to the lease or rental and services provided herein.

2.13 Entire Agreement:

- 2.13.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) any clarifications and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- 2.13.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The

contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

3. TECHNICAL SPECIFICATIONS

3.1 General Requirements:

- 3.1.1 The system must be either new or remanufactured to like new condition by the original manufacturer. Used or third party reconditioned equipment will not be accepted.

3.2 Scan/Print System Requirements:

- 3.2.1 The system must be able to scan and print 8-½ in. x 11 in., 11 in. x 17 in., 22 in. x 34 in., and 36 in. x 50 ft. documents.
- 3.2.2 The system paper input must provide a minimum of 6 media rolls. Each of these rolls must be capable of holding 500 ft. rolls of 11 in., 34 in., and 36 in. media. The system must be able to print a minimum of 1,900 "D" size, 22 in. X 34 in., prints without reloading media.
- 3.2.3 The system must include an automatic paper trimming device for fresh rolls of paper to remove frayed leading edge and potential tape hazards with a paper cutter for each roll drawer.
- 3.2.4 The system must provide a high capacity output tray that holds a minimum of 3,000, 22 in. x 34 in. sheets providing offsetting of each document set face up and in the correct order.
- 3.2.5 The system must include a scanner that is capable of scanning at 400 x 400 dpi.
- 3.2.6 The system must allow original documents to be scanned face up so the user can see what is scanned.
- 3.2.7 The system must have a scanner capable of scanning at a minimum of 16, 22 in. x 34 in. document pages per minute.
- 3.2.8 The system must be able to print a minimum of 40, 8 ½ in. x 11 in. sheets per minute, a minimum of 40, 11 in. x 17 in. sheets per minute, and a minimum of 20, 22 in. x 34 in. sheets per minute.
- 3.2.9 The system must be capable of producing collated sets of jobs in excess of 200, 22 in. X 34 in. originals without scanning to a personal computer. Set copying method must be the same as single copy method (no keyboard, mouse or computer use necessary).
- 3.2.10 The system must have the ability to provide real time copy interrupt.
- 3.2.11 The system must be able to print on paper weights between 17 lb and 35 lb.
- 3.2.12 The system must have the ability to print on mylar or vellum roll stock.
- 3.2.13 The system must have the ability to automatically utilize all 6 paper rolls to find the proper size and paper type (i.e. Not only find 8 ½ in. x 11 in. paper but also the appropriate color or weight) for uninterrupted and continuous printing.
- 3.2.14 Operator must be able to load toner while the system is running.
- 3.2.15 The entire system, including room for operation must fit in a 10 ft. x 15 ft. area.

- 3.2.16 The system must provide the ability for the operators to re-submit previously completed print or copy jobs, with the ability to change the number of copies or sets before re-submitting to the inbox queue.
- 3.2.17 The system must provide the ability to stamp copies when running sets in copy mode from hard copy original and not from scan-to-file mode.
- 3.2.18 The system must provide the ability to scan to file, plot, or print simultaneously. This feature will allow the operator to scan and store another job into the queue while the previous job is printing.

3.3 System Controller Requirements:

- 3.3.1 The system must run a commercial operating system that is still in production and available by the manufacturer.
- 3.3.2 The system must be able to attach to a Windows 2000 network with a standard Ethernet cable.
- 3.3.3 The system must provide the ability to be installed on the state agency's computer domain and provide the ability for department personnel to install standard office software, network management software, and virus protection software. The state agency shall have the ability to logon to the system as an administrator and make settings changes required for network security.
- 3.3.4 The system must provide the ability to copy, plot, or print simultaneously. This feature will allow the operator to scan and store another job into the Queue Manager while the previous job is printing.
- 3.3.5 The system must allow a queue response printing method using standard windows print drivers with no client license fees.
- 3.3.6 The system must provide for direct scanning to PDF documents in a single step. User must be able to select file format for scan to file directly from the control panel of the scanner, without using a PC, computer keyboard, or mouse. The selectable file formats must include TIFF, CALS, and PDF.
- 3.3.7 The system must provide the ability for simultaneously printing and scanning documents to PDF format.
- 3.3.8 The system must provide the ability to scan multiple 22 in. x 34 in. sheets into a single PDF formatted to print to an 11 in. x 17 in. device without individual sheet operator intervention.
- 3.3.9 The system must be able to directly store scanned PDF documents to a networked directory.
- 3.3.10 The system must include a minimum of 512 MB RAM, 200 MB of hard disk space and a CD ROM Drive.

3.4 Trade-In Equipment:

- 3.4.1 The Océ 9800 may be traded in as a part of the initiation of the lease and must be removed as a part of system installation. For informational purposes, the equipment offered as trade-in is fully paid for.
- 3.4.2 The contractor shall be responsible for all costs associated with the removal of any trade-in equipment including the de-installation, rigging, and transportation to the contractor's location.

4. PERFORMANCE REQUIREMENTS:

4.1 Rental/Fair Market Value Lease Details:

- 4.1.1 The rental/fair market value lease for this system shall be for a term of 60 months.
- 4.1.2 Delivery and installation shall be included in the cost of the lease.
- 4.1.3 The contractor shall allow the agency to continue with rental or fair market value lease of the equipment beyond the commitment period, if requested by the agency in writing. Since the contractor's costs for the equipment should have been depreciated and recouped over the initial commitment period, the contractor should agree to amend the contract to include a reduction in the cost per copy as well as a contract extension to facilitate continuation of rental or fair market value lease placements.

4.2 Equipment:

- 4.2.1 The contractor must provide a wide format document production system, which meets or exceeds the specifications contained in this document.
- 4.2.2 The contractor must provide any modifications or additions necessary to enable the equipment to operate according to all technical and performance requirements presented herein at no additional cost to the State of Missouri.
- 4.2.3 Unless the equipment is purchased or the lease term extended, the contractor shall remove the system at the end of the rental or fair market value lease period upon request of the using agency. If the contractor does not remove the system as requested, for whatever reason, the state shall not be responsible for any further rental or fair market value lease payments.

4.3 Substitutions:

- 4.3.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
 - a. The state reserves the right to allow the contractor to substitute any new system offered by the contractor on all unshipped and future orders if the system capabilities are equal to or greater than the contract system and if the prices are equal to or less than the contract system. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
 - b. In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

4.4 Replacement of Damaged Product:

- 4.4.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.5 Maintenance:

- 4.5.1 The contractor must provide on-site maintenance Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central Time). After hour and weekend services must be available upon request at no additional cost.

- 4.5.2 The contractor shall guarantee a minimum of four (4) hours average on-site response time. The State of Missouri defines on-site response time as the total elapsed time from when the initial call is placed until the time when the contractor's service technician is present on-site at the calling agency's location.
- 4.5.3 Maintenance must include parts and supplies required for the operation of the entire system, including but not limited to: developer, oil, rollers, belts, computers, monitors, scanners, etc. Paper and toner are excluded.
- 4.5.4 The contractor's maintenance shall include preventive maintenance calls and all remedial service calls required by the using agency and found to necessary by the service representative to maintain the equipment in optimum operating condition.
- a. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear. Preventive maintenance should also include replacement of the equipment's ozone filter as recommended by the manufacturer.
- 4.5.5 The contractor's on-site maintenance shall include all labor, mileage and travel time to the agency's location.
- 4.5.6 Maintenance of the system shall include 1,000,000 square feet of print per year. The contractor must also provide maintenance on square feet over 1,000,000.
- 4.5.7 A minimum of two (2) certified service technicians shall be based within a 150-mile radius of Jefferson City.
- 4.5.8 The contractor and the state agency shall jointly maintain a service log for the system. The contractor shall initiate the service log by recording make, model and installation date. The service technician and the state agency representative shall complete entries in the log each time service is requested, listing response time, cause of downtime, and time for repairs. The service technician shall sign the log when service is completed and the state agency representative shall countersign.
- a. Should the cause of the service call be mutually agreed to be an operator error, misuse or abuse, downtime will not be a factor in determining unsatisfactory performance.
- 4.5.9 The contractor must provide at no charge to the agency, an on-line knowledge base information system available 24 hours a day, 7 days a week. The online system shall include solutions for software issues, operating systems, drivers, and security information.
- 4.5.10 The contractor must provide maintenance (e.g. software patches, bug fixes and updates to the version released by the manufacturer) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution.
- a. The contractor must provide technical support Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding state holidays.
- b. It is highly desirable that the contractor provides a toll free telephone number for support.
- c. It is highly desirable that the contractor provides 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, and the ability to order fixes electronically.

4.6 Documentation:

- 4.6.1 The contractor must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.

4.7 Training:

- 4.7.1 The contractor must provide on-site system training. Training must include a minimum of 3 days initial training. The contractor's training must include a training specification sheet and course outline.
- 4.7.2 The contractor must provide for additional on-site training for future personnel throughout the term of the contract.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS**5.1 Preparation and Submission of Responses:**

- 5.1.1 Electronic submission of proposals through the on-line bidding web site is not available for this RFP.
- 5.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages
Table of Contents
Transmittal Letter/Executive Summary
Exhibit A - Cost (Pricing Pages)
Exhibit B - Contractor Support
Exhibit C - Technical Capabilities
Exhibit D - Other Requested Information
Exhibit E - Domestic Products Procurement Act (Buy American)
Attachment #1 - Contractor's Certificate
State of Missouri, Terms and Conditions, Request for Proposal

- 5.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- 5.1.4 Copies: The offeror's proposal should include an original document, plus three (3) copies for a total of four (4) documents. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- 5.1.5 Imaging Ready: Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 5.1.6 Proposed Lease Arrangements: If the offeror determines that a lease agreement should incorporate contractual language in addition to that language stated in the Request for Proposal, or amendments, and attachments thereto, the offeror should clearly indicate such language in the

following manner: (1) dated, (2) entitled "Special Conditions For Lease" and, (3) identified with the offeror's name. Pre-printed and commercial type lease agreements may be submitted in lieu of the method described above, but such agreements must not amend, contradict, or delete those terms, conditions, and requirements set forth in or referenced in the RFP and any amendment or attachment thereto. Pre-printed commercial-type lease agreements, if utilized by the offeror, will not be executed. The only agreement which will be executed between the State of Missouri and the successful offeror shall be the signature page (page one) of the RFP. The offeror is advised to carefully read other language stated herein which describes those applicable and governing contract documents.

5.1.7 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Offeror's may view RSMo 610.021 at the following web site address: www.moga.state.mo.us/statutes/C600-699/6100021.HTM). The offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

5.1.8 Compliance with Terms and Conditions: The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.

- a. The offeror is further cautioned that when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. If the offeror's pre-printed software license and/or service agreement(s) must be executed in order to release the software and/or to provide services required in the RFP, such agreement(s) must be submitted in Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. The offeror shall be required to do one of the following if such submission is done: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the RFP B2Z04079, the RFP shall govern" OR (2) Sign the Exhibit D signature block entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents".

5.1.9 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to complete the appropriate IRS W-8 form (found on the www.irs.gov website). Submit the W-8 form along with contact information (name, phone number, fax number, and e-mail address) to the Office of Administration, Division of Purchasing and Materials Management; Attention: Libby Shivers; PO Box 809; Jefferson City, MO 65101-0809 or, for courier service, 301 West High St., Rm. 630, Jefferson City, MO 65101 prior to or with the submission of your bid/proposal. Once the W-8 has been processed by the state, your company will be provided with a tax id number that may be used to register as a State of Missouri vendor through this On-Line Bidding website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding website using your Employer Identification Number.

5.2 Evaluation and Award:

5.2.1 Evaluative Criteria: After determining that a response satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the response in accordance with the evaluation criteria stated below:

Cost	50%
Contractor Support	20%
Technical Capabilities	30%

5.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods. The firm, fixed pricing for all mandatory requirements for rental or fair market value lease of hardware/software, including installation, maintenance, and initial training shall be included in the cost evaluation. Separate cost evaluations will be conducted for the rental and fair market value lease both with and without trade in. The State of Missouri reserves the right to make the award with or without the trade-in items. Additionally, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

5.2.3 Subjective Evaluation: The evaluation of the offeror's contractor support and the equipment's technical capabilities shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

5.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequently, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

- 5.2.5 Demonstration of System: The offeror may be required to provide a demonstration of his/her system's capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's proposal. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.

5.3 Offerors Response to Evaluative Criteria

- 5.3.1 Cost: The offeror must respond to Exhibit A with firm, fixed rental or fair market value pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- 5.3.2 Contractor Support: The offeror should provide information relative to the offeror's proposed contractor support, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's contractor support.
- 5.3.3 Technical Capabilities: The offeror should provide information relative to the offeror's proposed product's technical capabilities, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed product's technical capabilities.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S RESPONSE.

5.4 Other Requested Information:

- 5.4.1 The offeror should respond to the information requested in Exhibit D, Other Requested Information.

EXHIBIT A
COST (PRICING PAGE)

A.1 REQUIRED PRICING

- 1) The offeror must complete the following pricing table by stating the firm, fixed monthly rental or fair market value lease pricing for the digital document production system proposed. The offeror must also state firm fixed pricing for installation, initial training, and maintenance necessary to meet the specifications and requirements of the RFP. In addition, the offeror must state the firm, fixed price for removing the equipment at the end of the lease/rental term.

DESCRIPTION	QTY	UNIT OF MEASURE	PRICE	EXTENDED PRICE
Digital Document Production System: 60-Month rental or fair market value lease Brand: _____ Model: _____	1	Month	\$ _____	\$ _____
Installation	1	Total	\$ _____	\$ _____
On-Site Initial Training	1	Day	\$ _____	\$ _____
Maintenance including supplies (includes 1,000,000 square feet of print per year)	1	Month	\$ _____	\$ _____
Maintenance including supplies (for prints over 1,000,000 square feet of print)	1	Square Foot	\$ _____	\$ _____
Removal of equipment at the end of the rental or fair market value lease term	1	Each	\$ _____	\$ _____

- 2) The state intends to rent or lease the equipment. However, for informational purposes the offeror is requested to state the outright purchase price of the equipment on which the lease price is based.

Outright Purchase Price of the Digital Document Production System	1	Each	\$ _____	\$ _____
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A.2 TRADE-IN ALLOWANCE

- 1) The offeror must state below the trade-in allowance for the following equipment. All costs for deinstallation, packaging and freight to the contractor's location must be included. The State reserves the right to make the award with or without trade-in items. All Trade-In allowances shall be applied as a credit for all initial rental or fair market value lease charges.

DESCRIPTION	QUANTITY	TRADE-IN ALLOWANCE
Oce 9800	1	\$

A.3 OTHER COSTS

- 1) The offeror must state below ALL other applicable costs necessary to satisfy the requirements of the RFP.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
Additional Training	Each	\$	\$

A.4 OPTIONAL PRICING

- 1) The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed equipment.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

EXHIBIT B
CONTRACTOR SUPPORT

The evaluation of the offeror's proposed contractor support shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed. The following information should be provided by the offeror in order to verify their proposed contractor support. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 CONTRACTOR SUPPORT

- 1) The offeror's organization should provide all maintenance and related services for the proposed equipment. If not provided by the offeror's company, the offeror should provide the following information about each proposed subcontractor: (1) name of organization; (2) a description of the proposed services, including location; (3) the experience of the organization in providing the proposed services; and (4) the type of agreements the offeror's company has with the subcontractor.
- 2) The offeror should describe all maintenance service to be contractually agreed to including the levels of contact for maintenance, preventive maintenance programs, warranties and liabilities.
- 3) The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the equipment.
- 5) The offeror should fully describe and define their maintenance and support capabilities including, but not limited to the name and location of the service organization, staff, resources and procedures.
- 6) The offeror should describe the procedures used to contact service personnel 8 hours a day, 8 days a week, if applicable.
- 7) The offeror should describe the procedure used to contract service personnel for after hours and weekend service.
- 8) The offeror should describe the maintenance escalation procedure complete with names and daytime and after hour's telephone numbers of the people to be notified in the event of recurring or unresolved problems.
- 9) The offeror should fully describe their proposed maintenance and technical support for software provided.
- 10) The offeror should fully describe how the proposed equipment and services will be billed to the state.
- 11) The offeror should state when the monthly invoice and any proposed reports will be provided to the state.
- 12) The offeror should provide the names, titles, and telephone numbers of the proposed service contacts that shall be responsible for billing.
- 13) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

- 14) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 15) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other) including Missouri employee statistics.
- 16) If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.

B.2 SUPPORT REFERENCES

- 1) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar services as that proposed herein. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

B.3 ADDITIONAL INFORMATION

- 1) The offeror should provide any additional relevant information to assist in the evaluation of the contractor support of the proposed equipment.

EXHIBIT C
TECHNICAL CAPABILITIES

The evaluation of the technical capabilities of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all equipment proposed. The following information should be provided by the offeror in order to verify the technical capabilities of the proposed products. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 TECHNICAL CAPABILITIES

- 1) The offeror should complete the technical capabilities table below. In completing the details and description column, the offeror should provide a detailed description of how the proposed equipment meets the applicable specification/requirement or provide any other information that would facilitate an accurate evaluation of the capabilities of the equipment in the area specified.

Technical Capabilities Table

Key:	Offeror Feature Response				Details and Description
A. Standard Feature in System	A	B	C	D	
B. Optional Feature Included at No Cost					
C. Optional Feature Included at Add'l Cost (See Optional Pricing Table)					
D. System will not support					

NOTE: Responding with D (system will not support) to a mandatory requirement will result in offeror's response being considered unacceptable and the response will not be considered further for award.

No.	Requirement	A	B	C	D	Details and Description
3.1.1	The system must be either new or remanufactured to like new condition by the original manufacturer. Used or third party reconditioned equipment will not be accepted.					
3.2.1	The system must be able to scan and print 8-½ in. x 11 in., 11 in. x 17 in., 22 in. x 34 in., and 36 in. x 50 ft. documents.					
3.2.2	The system paper input must provide a minimum of 6 media rolls. Each of these rolls must be capable of holding 500 ft. rolls of 11 in., 34 in., and 36 in. media. The system must be able to print a minimum of 1,900 "D" size, 22 in. X 34 in., prints without reloading media.					
3.2.3	The system must include an automatic paper trimming device for fresh rolls of paper to remove frayed leading edge and potential tape hazards with a paper cutter for each roll drawer.					
3.2.4	The system must provide a high					

	capacity output tray that holds a minimum of 3,000, 22 in. x 34 in. sheets providing offsetting of each document set face up and in the correct order.				
3.2.5	The system must include a scanner that is capable of scanning at 400 x 400 dpi.				
3.2.6	The system must allow original documents to be scanned face up so the user can see what is scanned.				
3.2.7	The system must have a scanner capable of scanning at a minimum of 16, 22 in. x 34 in. document pages per minute.				
3.2.8	The system must be able to print a minimum of 40, 8 ½ in. x 11 in. sheets per minute, a minimum of 40, 11 in. x 17 in. sheets per minute, and a minimum of 20, 22 in. x 34 in. sheets per minute.				
3.2.9	The system must be capable of producing collated sets of jobs in excess of 200, 22 in. X 34 in. originals without scanning to a personal computer. Set copying method must be the same as single copy method (no keyboard, mouse or computer use necessary).				
3.2.10	The system must have the ability to provide real time copy interrupt.				
3.2.11	The system must be able to print on paper weights between 17 lb and 35 lb.				
3.2.12	The system must have the ability to print on mylar or vellum roll stock.				
3.2.13	The system must have the ability to automatically utilize all 6 paper rolls to find the proper size and paper type (i.e. Not only find 8 ½ in. x 11 in. paper but also the appropriate color or weight) for uninterrupted and continuous printing.				
3.1.14	Operator must be able to load toner while the system is running.				
3.2.15	The entire system, including room for operation must fit in a 10 ft. x 15 ft. area.				
3.2.16	The system must provide the ability for the operators to re-submit previously completed print or copy jobs, with the ability to change the number of copies or sets before re-submitting to the inbox queue.				
3.2.17	The system must provide the ability to				

	stamp copies when running sets in copy mode from hard copy original and not from scan-to-file mode.				
3.2.18	The system must provide the ability to scan to file, plot, or print simultaneously. This feature will allow the operator to scan and store another job into the Queue while the previous job is printing.				
3.3.1	The system must run a commercial operating system that is still in production and available by the manufacturer.				
3.3.2	The system must be able to attach to a Windows 2000 network with a standard Ethernet cable.				
3.3.3	The system must provide the ability to be installed on MoDOTs computer domain and provide the ability for department personnel to install standard office software, network management software, and virus protection software. MoDOT shall have the ability to logon to the system as an Administrator and make settings changes required for network security.				
3.3.4	The system must provide the ability to copy, plot, or print simultaneously. This feature will allow the operator to scan and store another job into the Queue Manager while the previous job in printing.				
3.3.5	The system must allow a queue response printing method using standard windows print drivers with no client license fees.				
3.3.6	The system must provide for direct scanning to PDF documents in a single step. User must be able to select file format for scan to file directly from the control panel of the scanner, without using a PC, computer keyboard, or mouse. The selectable file formats must include TIFF, CALS, and PDF.				
3.3.7	The system must provide the ability for simultaneously printing and scanning documents to PDF format.				
3.3.8	The system must provide the ability to scan multiple 22 in. x 34 in. sheets into a single PDF formatted to print to an 11 in. x 17 in. device without individual sheet operator intervention.				
3.3.9	The system must be able to directly store scanned PDF documents to a networked directory.				

3.3.10	The system must include a minimum of 512 MB RAM, 200 MB of hard disk space and a CD ROM Drive.					
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C.2 EQUIPMENT REFERENCES

- 1) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar equipment as that proposed herein. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

C.3 ADDITIONAL INFORMATION

- 1) The offeror should provide any additional relevant information to assist in the evaluation of the technical capabilities of the proposed equipment.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 MBE/WBE CERTIFICATION

- 1) Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.state.mo.us/oao/MBE.html> or contact the MBE/WBE Certification Program at 800-592-6019 or email heyern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ BOTH

D.2 AMERICAN MADE:

- 1) In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit E, certification regarding proof of compliance, with the response. This document must be satisfactorily completed prior to an award of a contract.

D.3 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION

- 1) In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES _____ NO _____

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

D.4 OFFERORS AS EMPLOYEES

- 1) Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
 Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

D.5 ADDENDUM TO OFFEROR'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS

- 1) By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her bid, including any pre-printed terms and conditions documents such as lease agreements, software license agreements, maintenance support services agreements, professional services agreements, etc., that are submitted as part of his/her response, and (2) any of the offeror's terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with RFP B2Z04079's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's pre-printed terms and conditions documents that are not in conflict with the state's shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

EXHIBIT E**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all responses with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting response electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting response electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

RESPONSE ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting response electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTIONS AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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